

IN THE UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF NEW JERSEY  
Camden Division

GLANDER INTERNATIONAL BUNKERING, INC.

Plaintiff

v.

C.A. No. 1:15-cv-04200-RMB-AMD

*M/V VENTA, IMO No. 902749, her engines, freights,  
apparel, appurtenances, tackle, etc. in rem,*

Defendant.

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WORLD FUEL SERVICES EUROPE, LTD.,  
t/a WORLD FUEL SERVICES,

and

WORLD FUEL SERVICES, INC.,  
t/a WORLD FUEL SERVICES

Intervening Plaintiffs,

v.

AB LIETUVOS JURU LAIVININKYSTE,

Defendant,

Serve:

Master of the M/V VENTA,  
*her engines, tackle, equipment, appurtenances, etc.,*

Garnishee

**EX-PARTE MOTION TO INTERVENE PURSUANT TO**  
**FED. R. CIV. P. 24 AND LAMR (e) (10)**  
**AND FOR ISSUE OF A WRIT OF MARITIME ATTACHMENT**

WORLD FUEL SERVICES EUROPE LTD. and WORLD FUEL SERVICES, INC., by counsel, move to intervene in this action pursuant to Rule 24 of the Federal Rules of Civil Procedure, and Local Admiralty Rule (e)(10), and state and allege as grounds therefore as follows:

**Jurisdiction and Venue**

1. This is a case of admiralty and maritime jurisdiction arising under Rule 9(h) of the Federal Rules of Civil Procedure.

2. Jurisdiction of this Court is proper pursuant to Article III, Section 2, Clause 1 of the Constitution of the United States, and under 28 U.S.C. § 1333(1).

3. Venue is proper in this district because the M/V VENTA, which is owned and operated by the Defendant, is presently within this district and under arrest in this action.

**The Parties**

4. Plaintiff WORLD FUEL SERVICES EUROPE, LTD., t/a WORLD FUEL SERVICES, (“WFS Ltd.”) is a foreign corporation organized under the laws of the United Kingdom with its principal place of business in London, UK.

5. Plaintiff WORLD FUEL SERVICES, INC., t/a WORLD FUEL SERVICES, (“WFS Inc.”) is a foreign corporation organized under the laws of the state of Texas, with its office and principal place of business in Miami, FL.

6. Defendant AB LIETUVOS JURU LAIVININKYSTE, (“LJL”) is a foreign corporation which owns and operates ocean going vessels, including the M/V/ VENTA, which is

located within the District of this Honorable Court. LJJ is not present and cannot be found within the District within the meaning of Rule B of the Supplemental Rules for Certain Admiralty and Maritime Law Claims of the Federal rules of Civil Procedure, but LJJ is believed to have, or will have during the pendency of this action, certain assets, accounts, freights, monies, bunkers, charter hire, cargo, and the like belonging to, claimed by, or for the benefit of LJJ within this District held by various parties, including as garnishees.

7. Lloyds List shows LJJ as the registered owner of the VENTA, the beneficial owner of the VENTA and the commercial operator of the VENTA. LJJ holds itself out as the owner of M/V VENTA on its website, <http://www.ljl.lt/en/>, and upon information and belief, LJJ is in fact the owner of M/V VENTA, which is currently within the District of New Jersey. LJJ is also the owner of bunkers aboard M/V VENTA, which are currently within the District of New Jersey.

#### The Claims

8. As set forth in the accompanying proposed complaint, both WFS Ltd. and WFS Inc. sell marine fuel to the ocean-going vessels. Both companies have sold fuel to LJJ.

9. On or about September 15, 2014, WFS Ltd. entered an agreement with LJJ to provide fuel oil and marine gas oil to the M/V ROMUVA.

10. Subsequently, on or about March 18, 2015, WFS Ltd. entered an agreement with the LJJ to provide fuel oil and marine gas oil to the M/V AUDRE.

11. On or about August 25, 2014, WFS Inc. entered an agreement with LJJ to provide fuel oil to the M/V VORUTA.

12. The agreements between WFS Ltd. and LJJ and between WFS Inc. and LJJ incorporated, by explicit reference, the companies' General Terms and Conditions and provided the web address to access those terms and conditions.

13. Both WFS Ltd. AND WFS Inc. provided the contracted for fuel and marine gas oil to LJJ's vessels.

14. Despite demands for payments for the amounts due for the fuel oil and marine gas oil provided, LJJ has failed to pay the full amounts due.

15. Pursuant to the Terms and Conditions of WFS Inc. and WFS Ltd. applicable to these purchases of the fuel oil and marine gas oil, interest accrues on the unpaid balance at the rate of two-percent (2%) per month.

16. The Terms and Conditions also provide for a five-percent (5%) administrative fee on outstanding balances that remain unpaid when due.

17. By reason of the aforementioned failure to pay for fuel oil and marine gas oil that were provided to LJJ by WFS Ltd. the sum of \$269,203.05 is justly due and owing to WFS Ltd. from LJJ.

18. By reason of the aforementioned failure to pay for fuel oil and marine gas oil that were provided to LJJ by WFS Inc., the sum of \$36,550.41 is justly due and owing to WFS Inc. from LJJ.

19. The Terms and Conditions which have been incorporated into and are a part of the agreements with LJJ and provide for recovery of all attorneys' fees and costs incurred to collect overdue payments.

20. LAMR(e)(10) and Fed. R. Civ. P. 24 provide a party the right to intervene to assert claims when a vessel or other property has previously been arrested or attached, and is the possession of the U.S. Marshal or substitute custodian.

WHEREFORE Intervening Plaintiff World Fuel Services Europe Ltd. and Intervening Plaintiff World Fuel Services, Inc. pray the Court grant their Motion to Intervene, file the proposed Complaint, and grant a Rule B attachment against the Vessel the M/V VENTA.

WORLD FUEL SERVICES EUROPE LTD.,  
WORLD FUEL SERVICES INC.

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